

PREAMBLE

This Agreement is made and entered into by the State of Washington, referred to as the "State," on behalf of each separate institution of higher education, referred to as the "Employer," and the Washington Federation of State Employees (WFSE), AFSCME Council 28, AFL-CIO, referred to as the "Union."

The following are the Institutions of Higher Education:

<u>District</u>	<u>College</u>
8	Bellevue Community College
12	Centralia College
17	Community Colleges of Spokane
5	Everett Community College
10	Green River Community College
1	Peninsula College
6	Seattle Community College District
7	Shoreline Community College
24	South Puget Sound Community College
22	Tacoma Community College
21	Whatcom Community College
—	The Evergreen State College
13	Lower Columbia Community College

1
2
3
4
5
6
7
8

For Union:

Evelyn H. Lershen

Date 5/24/06

For Employer:

Tim Peters

Date 5/24/06

ARTICLE 1
UNION RECOGNITION

1.1 The State and the Employer recognize the Union as the exclusive bargaining representative for the employees described in Appendix A.

1.2 This Agreement covers the employees in the bargaining units described in Appendix A, entitled "Bargaining Units Represented by the Washington Federation of State Employees," but does not cover any statutorily-excluded positions, or any positions excluded in Appendix A. The titles of the jobs listed in Appendix A are listed for descriptive purposes only.

1.3 If the Public Employment Relations Commission (PERC) certifies the Union as the exclusive bargaining representative during the term of this Agreement for a bargaining unit in any of the Employer's institutions of higher education, the terms of this Agreement will apply.

For Union:

For Employer:

Emily F. Hirschen

Tim Riden

Date 5/24/06

Date 5/24/06

ARTICLE 2
NON-DISCRIMINATION

2.1 Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, marital status, race, color, creed, national origin, political affiliation, status as a disabled veteran or Vietnam era veteran, sexual orientation, any real or perceived sensory, mental or physical disability, or because of the participation or lack of participation in union activities. Bona fide occupational qualifications based on the above traits do not violate this Section.

2.2 Employees who feel they have been the subjects of discrimination are encouraged to discuss such issues with their supervisor or other management staff, or file a complaint in accordance with institution policy. In cases where an employee files both a grievance and an internal complaint regarding the same alleged discrimination, the grievance will be suspended until the internal complaint process has been completed.

2.3 Both parties agree that unlawful harassment will not be tolerated.

2.4 Both parties agree that nothing in this Agreement will prevent the implementation of an approved affirmative action plan.

2.5 Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint with the Washington State Human Rights Commission, Office of Civil Rights, or the Equal Employment Opportunities Commission.

For Union:

Emily Lusher

Date 6/13/06

For Employer:

Tina Peterson

Date 6/13/06

ARTICLE 3

HIRING AND APPOINTMENTS

3.1 Filling Positions

A. The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. The Employer can fill a position on a full-time or part-time basis. When filling positions, the Employer will consider employees on the appropriate layoff list and the most senior candidate on the internal layoff list with the required skills and abilities who had indicated an appropriate geographic availability will be appointed to the position. If there are no names on the internal layoff list, the Employer will consider internal promotional candidates and employees who are requesting a transfer or voluntary demotion prior to considering other candidates. Consideration will be limited to employees who have the skills and abilities required for the position. Positions will be posted for at least ten (10) calendar days.

B. An internal promotional candidate is an employee who applies for appointment with his or her college/district to a class with a higher salary range maximum.

C. A transfer candidate is an employee who applies for appointment with his or her college/district to a position in the same class or to a different class with the same salary range maximum.

D. A voluntary demotion candidate is an employee who applies for appointment with his or her college/district to a class with a lower salary range maximum.

E. Each Employer will establish an application process for internal promotions, transfers and voluntary demotions. Consideration will be limited to employees who have the skills and abilities required for a position.

3.2 Types of Appointment

A. Regular Employment

The Employer may fill a position with a regular employment appointment for positions scheduled to work twelve (12) months per year.

B. Cyclic Year Employment

The Employer may fill a position with a cyclic year appointment for positions scheduled to work less than twelve (12) full months each year, due to known, recurring periods in the annual cycle when the position is not needed. At least fifteen (15) days before the start of each annual cycle, incumbents of cyclic year positions will be informed, in writing, of their scheduled periods of leave without pay in the ensuing cycle. Such periods of leave without pay will not constitute a break in service.

When additional work is required of a cyclic position during a period for which the position was scheduled for leave without pay, the temporary work will be offered to the incumbent. The incumbent will be allowed at least three (3) working days in which to accept or decline the offer. Should the incumbent decline the work, it will be offered to other cyclic employees, in the same classification, with the necessary skills and abilities, in order of seniority, before being filled by other means.

C. Project Employment

1. The Employer may appoint employees into project positions for which employment is contingent upon state, federal, local, grant,

or other special funding of specific and of time-limited duration.
The Employer will notify the employees, in writing, of the
expected ending date of the project employment.

2. Employees who have entered into project employment without
previously attaining permanent status will serve a probationary
period. Employees will gain permanent project status upon
successful completion of their probationary period.

Employees with permanent project status will serve a trial service
period when they:

- a. Promote to another job classification within the project; or
- b. Transfer or voluntarily demote within the project to another
job classification in which they have not attained
permanent status.

3. The Employer may consider project employees with permanent
project status for transfer, voluntary demotion, or promotion to
non-project positions. Employees will serve a trial service period
upon transfer, voluntary demotion, or promotion to a non-project
position.

4. When the Employer converts a project appointment into a
permanent appointment, the employee will serve a probationary or
trial service period.

5. The layoff and recall rights of project employees will be in
accordance with the provisions in Article 33, Layoff and Recall.

D. In-Training Employment

1. The Employer may designate specific positions, groups of positions, or all positions in a job classification or series as in-training. The Employer will document the training program, including a description and length of the program. The Employer will discuss any proposed in-training series at a Union-Management Communications Committee meeting prior to implementation.

2. A candidate who is initially hired into an in-training position must successfully complete the job requirements of the appointment. The Employer may separate from classified service any employee who has completed the probationary period for an in-training appointment but does not successfully complete the subsequent trial service periods required by the in-training program. Employees who are not successful may be separated at any time with three (3) working days' notice from the Employer.

If the Employer fails to provide three (3) working days' notice, the separation will stand and the employee will be entitled to payment of salary for up to three (3) working days, which the employee would have worked had notice been given. Under no circumstances will notice deficiencies result in an employee gaining status in the in-training position. The separation of an employee will not be subject to the grievance procedure in Article 28.

3. An employee with permanent status who accepts an in-training appointment will serve a trial service period or periods, depending on the requirements of the in-training program. The Employer may revert an employee who does not successfully complete the

trial service period or periods at any time with three (3) working days' notice.

If the Employer fails to provide three (3) working days' notice, the reversion will stand and the employee will be entitled to payment of the difference in salary for up to three (3) working days, which the employee would have worked at the higher level if notice had been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status in the in training position.

The employee's reversion right will be to the job classification that the employee held permanent status in prior to his or her in-training appointment, in accordance with Subsections 3.6.B.3 and 3.6.B.4 of this Article.

4. A trial service period may be required for each level of the in-training appointment, or the entire in-training appointment may be designated as the trial service period. The Employer will determine the length of the trial service period or periods to be served by an employee in an in-training appointment.

5. If a trial service period is required for each level of the in-training appointment, the employee will attain permanent status upon successful completion of the training program at each level.

6. If the entire in-training program—meaning all levels within the in-training appointment—is designated as a trial service period, the employee will attain permanent status upon successful completion of the training requirements for the entire in-training program.

3.3 Employee Status

1 A. Classified

2 An employee will attain permanent status in the classified service upon
3 completion of a probationary review period.

4

5 B. Position

6 An employee will attain permanent status in a job classification upon his
7 or her successful completion of a probationary, trial service, or transition
8 review period.

9

10 **3.4 Release Time for Interviews**

11 Release time will be granted for the purposes of interviewing for positions within
12 the employee's college. Release time of up to four (4) hours per fiscal year will
13 be granted for travel and interviews within the district.

14

15 **3.5 Certification of Applicants**

16 The Employer will determine the number of applicants to be certified to the hiring
17 official for consideration. All employees on the internal layoff list for the
18 classification, and all promotional, transfer and voluntary demotion candidates,
19 who have the skills and abilities to perform the duties of the position will be
20 certified and will be considered by the Employer, prior to consideration of other
21 candidates.

22

23 **3.6 Review Periods**

24 A. Probationary Period

25 1. Every permanent employee, whether part-time or full-time,
26 following his or her initial appointment to a permanent position,
27 will serve a probationary period of six (6) months. The Employer
28 may extend the probationary period for an individual employee or
29 for all employees in a class as long as the extension does not cause
30 the total period to exceed twelve (12) months.

31

2. The Employer may separate a probationary employee at any time during the probationary period, whether or not the Employer has evaluated the probationary employee. The Employer will provide the employee one (1) working days' written notice prior to the effective date of the separation.

If the Employer fails to provide one (1) working days notice, the separation will stand and the employee will be entitled to payment of salary for up to one (1) working day, which the employee would have worked had notice been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status. The separation of a probationary employee will not be subject to the grievance procedure in Article 28.

3. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.

4. An employee who transfers, promotes or voluntarily demotes prior to completing his or her initial probationary period will serve a new probationary period. The length of the new probationary period will be in accordance with Subsection 3.6.A.1, unless adjusted by the Employer for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) consecutive months.

B. Trial Service Period

1. Except for those employees in an in-training appointment, all other employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification

for which they have not previously attained permanent status, will serve a trial service period of six (6) consecutive months. The Employer may extend the trial service period for an individual employee or for all employees in a class as long as the extension does not cause the total trial service period to exceed twelve (12) months.

2. Any employee serving a trial service period will have his or her trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.

3. With three (3) working days' written notice by the Employer, an employee who does not successfully complete his or her trial service period will be offered a funded position in the same college/district that is:

a. Vacant and is within the trial service employee's previously held job classification; or

b. Vacant at or below the employee's previous salary range.

In either case, the employee being reverted must have the skills and abilities required for the vacant position. If the employee has not attained permanent status in the vacant position, the employee will be required to complete a trial service period.

If the Employer fails to provide three (3) working days' notice, the reversion will stand and the employee will be entitled to payment of the difference in the salary for up to three (3) working days, which the employee would have worked at the higher level if

notice had been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status in the higher classification.

4. An employee who has no reversion options or does not revert to the classification he or she held prior to the trial service period may request the Human Resources Office to place his or her name on the layoff list for positions in job classifications where he or she had previously attained permanent status.

5. An employee serving a trial service period may voluntarily revert to his or her former position within fifteen (15) calendar days after the appointment, provided that the position has not been filled or an offer has not been made to an applicant. The Employer may consider requests after the fifteen (15) day period. After fifteen (15) days, an employee serving a trial service period may voluntarily revert at any time to a vacant position in the same college/district that is:

- a. Within the employee's previously held job classification; or
- b. At or below the employee's previous salary range.

If the employee has not attained permanent status in the job classification, the employee will be required to complete a trial service period.

The reversion of employees who are unsuccessful during their trial service period is not subject to the grievance procedure in Article 28.

C. Transition Review Period

In accordance with Article 33, Layoff and Recall, the Employer may require an employee to complete a transition review period.

For Union:

For Employer:

Emily Hershman

Tim Pelt

Date

8/23/06

Date

8/23/06

ARTICLE 4

TEMPORARY APPOINTMENTS

4.1 Temporary Appointments

The Employer may make temporary appointments. Individuals in temporary appointments are limited to one thousand fifty (1050) hours of work in any twelve (12) consecutive month period from the individual's original date of hire.

A. Represented Individuals

Excluding students, individuals in temporary appointments who work between three hundred fifty (350) hours and one thousand fifty (1,050) hours in the twelve (12) consecutive month period defined above who are members of the bargaining units identified in Appendix A represented by the Union, are governed by the specific terms of this Article. Unless identified in Section 4.8, below, no other Articles in this Agreement apply to represented individuals.

B. Non-Represented Individuals

All other individuals, including students, in temporary appointments who work less than one thousand fifty (1,050) hours in the twelve (12) consecutive month period defined above are not covered by this Agreement.

The Employer may petition the Director of the Department of Personnel for approval of exceptions to the one thousand fifty (1,050) hour threshold specified above.

4.2 Compensation

The Employer will continue current practices regarding compensation for represented individuals.

4.3 Hours of Work and Overtime

The Employer will assign the hours of work for represented individuals. All hours worked in excess of forty (40) hours in a seven (7) day workweek constitutes overtime. Overtime hours will be compensated at a rate of one and one-half (1-1/2) times the represented individual's regular rate of pay.

4.4 Release Time for Interviews

Release time will be granted to represented individuals for the purposes of interviewing for positions within the employee's college.

4.5 Suspended Operations

If the Chief Executive Officer or designee of the institution determines that the public health, property or safety is jeopardized and it is advisable due to emergency conditions to suspend the operation of all or any portion of the institution, the following will govern represented individuals:

- A. When prior notice has not been given, represented individuals released until further notice after reporting to work will be compensated for hours worked on the first day of the closure.
- B. Represented individuals who are not required to work during the closure may request and may be granted a schedule change during his or her workweek.
- C. Represented individuals who are required to work during the disruption will receive their regular hourly rate for work performed during the period of suspended operation. Overtime worked during the closure will be compensated in accordance with Section 4.3, above.

4.6 Remedial Action

1 A. If a represented individual has worked more than one thousand fifty
2 (1,050) hours in the twelve (12) month period defined above, he or she
3 may request remedial action from the director of the Department of
4 Personnel in accordance with WAC 357-49. Following the director's
5 review of the remedial action request, an individual may file exceptions to
6 the director's decision in accordance with WAC 357.

7
8 B. Remedial action is not subject to the provisions of the grievance procedure
9 specified in Section 4.9, below.

10
11 **4.7 Reasonable Accommodation**

12 Sections 32.1 through 32.4 of Article 32, Reasonable Accommodation and
13 Disability Separation, apply to represented individuals.

14
15 **4.8 Other Provisions**

16 The following articles in this Agreement apply to represented individuals:

- 17
18
19 • Article 2, Non-Discrimination
20
21 • Article 18, Safety and Health
22
23 • Article 19, Uniforms, Tools and Equipment
24
25 • Article 20, Drug and Alcohol Free Workplace
26
27 • Article 21, Travel
28
29 • Article 22, Commute Trip Reduction and Parking
30
31 • Article 29, Employee Assistance Program

- Article 31, Personnel Files
- Article 34, Management Rights
- Article 36, Union-Management Communication Committee
- Article 38, Union Activities
- Article 39, Dues Deduction
- Article 44, Childcare Centers
- Article 50, Term of the Agreement

4.9 Grievance

For the purposes of this Section, a grievance is defined as an allegation by a represented individual or group of represented individuals that there has been a violation, misapplication, or misinterpretation, of a provision of this Agreement that is applicable to represented individuals.

The provisions of Article 28, Grievance Procedure, apply to represented individuals as follows:

- 28.1 Applies in its entirety.
- 28.2 A does not apply.
- 28.2 B-O apply in their entirety.

- 1 • 28.3 A applies in its entirety.
- 2
- 3 • 28.3 B does not apply.
- 4
- 5 • 28.3 C, Step 1 applies in its entirety.
- 6
- 7 • 28.3 C, Step 2 applies in its entirety and is the final step in the grievance
- 8 process. The remainder of Article 28, Grievance Procedure, does
- 9 not apply.
- 10

11 **For Union:**

11 **For Employer:**

12 Emelyn Gursken

12 Tim Rob

13 Date 8/25/06

13 Date 8/25/06

ARTICLE 5

PERFORMANCE EVALUATION

5.1 Objective

The performance evaluation process gives supervisors an opportunity to discuss performance goals with their employees and assess and review their performance with regard to those goals. Supervisors can then provide support to employees in their professional development, so that skills and abilities can be aligned with college mission and goals. Performance problems should be brought to the attention of the employee at the time of the occurrence to give him or her an opportunity to address the issue.

5.2 Evaluation Process

A. Employee work performance will be evaluated during probationary, trial service and transition review periods and at least annually thereafter. Immediate supervisors will meet with employees at the start of their review period to discuss performance expectations. Employees will receive copies of their performance expectations as well as notification of any modifications made during the review period.

B. The supervisor will discuss the evaluation with the employee. The employee will have the opportunity to provide feedback on the evaluation. The discussion may include such topics as:

1. Reviewing the employee's performance;
2. Identifying ways the employee may improve his or her performance;
3. Updating the employee's position description, if necessary;

4. Identifying performance goals and expectations for the next appraisal period; and

5. Identifying employee training and development needs.

C. The performance evaluation process will include, but not be limited to, a written performance evaluation on forms used by the Employer, the employee's signature acknowledging receipt of the forms, and any comments by the employee. A copy of the performance evaluation will be provided to the employee at the time of the review. A copy of the final performance evaluation, including any employee or reviewer comments, will be provided to the employee. The original performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.

D. If an employee disagrees with his or her performance evaluation, the employee has the right to attach a rebuttal.

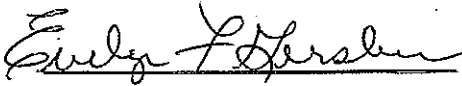
E. The performance evaluation process is subject to the grievance procedure in Article 28. The specific content of a performance evaluation is not subject to the grievance procedure.

F. Performance evaluations will not be used to initiate personnel actions such as transfer, promotion, or discipline.

1 **5.3** Training on performance evaluations will be offered to all bargaining unit
2 employees.

4 **For Union:**

For Employer:

5
6 

7 **Date** 7/27/06



8 **Date** 7/27/06

ARTICLE 6

HOURS OF WORK

6.1 Definitions

A. Full-time Employees

Employees who are scheduled to work an average of forty (40) hours per workweek.

B. Law Enforcement Employees

Employees of The Evergreen State College who work in positions that meet the law enforcement criteria of Section 7 (k) of the Fair Labor Standards Act (FLSA).

C. Overtime-Eligible Employees

Employees who are covered by the overtime provisions of state and federal law.

D. Overtime-Exempt Employees

Employees who are not covered by the overtime provisions of state and federal law.

E. Part-time Employees

Employees who are scheduled to work less than an average of forty (40) hours per workweek.

F. Work Schedules

Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.

G. Work Shift

The hours an employee is scheduled to work each workday in a workweek.

H. Workday

One of seven (7) consecutive, twenty-four (24) hour periods in a workweek.

I. Workweek

A regularly re-occurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks will normally begin at 12:00 a.m. on Sunday and end at 12:00 midnight the following Saturday or as otherwise designated by the appointing authority. If there is a change in their workweek, employees will be given written notification by the appointing authority or his or her designee.

6.2 Determination

Per state and federal law, the Employer will determine whether a position is overtime-eligible or overtime-exempt. In addition, the Employer will determine if an overtime-eligible position is a law-enforcement position. If there is a change in the overtime eligibility designation for an employee's position, the Employer will provide the employee with written notification of the change.

6.3 Overtime-Eligible Employees (excluding law enforcement employees)

A. Work Schedules

1
2 1. Regular Work Schedules

3 The regular work schedule for overtime-eligible employees will
4 not be more than forty (40) hours in a workweek, with two (2)
5 consecutive days off and starting and ending times as determined
6 by the requirements of the position and the Employer. The
7 Employer may adjust the regular work schedule with prior notice
8 to the employee.

9
10 2. Alternate Work Schedules

11 Workweeks and work shifts of different numbers of hours may be
12 established for overtime-eligible employees by the Employer in
13 order to meet business and customer service needs, as long as the
14 alternate work schedules meet federal and state law. When there is
15 a holiday, employees may be required to switch from their
16 alternate work schedules to regular work schedules.

17
18 B. Schedule Changes

19
20 1. Temporary Schedule Changes

21 Employees' workweeks and/or work schedules may be temporarily
22 changed with prior notice from the Employer. A temporary
23 schedule change is defined as a change lasting twenty-one (21)
24 calendar days or less. Overtime-eligible employees will receive
25 five (5) calendar days' written notice of any temporary schedule
26 change. The day that notification is given is considered the first
27 day of notice. Adjustments in the hours of work of daily work
28 shifts during a workweek do not constitute a temporary schedule
29 change.

30
31 2. Permanent Schedule Changes

Employees' workweeks and work schedules may be permanently changed with prior notice from the Employer. Overtime-eligible employees will receive ten (10) calendar days' written notice of a permanent schedule change. The day notification is given is considered the first day of notice. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a permanent schedule change.

3. Emergency Schedule Changes

The Employer may adjust an overtime-eligible employee's workweek and work schedule without prior notice in emergencies or unforeseen operational needs.

4. Employee-Requested Schedule Changes

Overtime-eligible employees' workweeks and work schedules may be changed at the employee's request and with the Employer's approval, provided the Employer's business and customer service needs are met and no overtime expense is incurred.

C. Home Phone Calls

Time spent on work-related telephone calls received during the employee's non-work time and subsequent, related employee-initiated calls will be considered time worked

6.4 Overtime-Eligible Law Enforcement Employees Work Schedules

The regular work schedule for full-time overtime-eligible law enforcement employees will not be more than one hundred and sixty (160) hours in a twenty-eight (28) day period.

Work schedules may be changed on a temporary, permanent, emergency or employee-requested basis in accordance with Subsections 6.3.B 1 - 4, above.

6.5 Overtime-Eligible Employees Unpaid Meal Periods

The Employer and the Union agree to unpaid meal periods that vary from and supersede the unpaid meal period requirements required by WAC 296-126-092. Unpaid meal periods for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible, taking into account the Employer's work requirements and the employee's wishes. Employees working three (3) or more hours longer than a normal workday will be allowed an additional thirty (30) minute unpaid meal period. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume his or her unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the employee will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal period. Meal periods may not be used for late arrival or early departure from work and meal and rest periods will not be combined.

6.6 Overtime-Eligible Employees Paid Meal Periods for Straight Shift Schedules

The Employer and the Union agree to paid meal periods that vary from and supersede the paid meal period requirements of WAC 296-126-092. Employees working straight shifts will not receive a paid meal period, but will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Meal periods for employees on straight shifts do not require relief from duty.

6.7 Overtime-Eligible Employees Rest Periods

The Employer and the Union agree to rest periods that vary from and supersede the rest periods required by WAC 296-126-092. Employees will be allowed rest periods of fifteen (15) minutes for each one half (1/2) shift of four (4) or more hours worked at or near the middle of each one half (1/2) shift of four (4) or more

hours. Rest periods do not require relief from duty. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each half shift, scheduled rest periods are not required. Rest periods may not be used for late arrival or early departure from work and rest and meal periods will not be combined.

6.8 Overtime-Exempt Employees

Overtime-exempt employees are not covered by federal or state overtime laws. Compensation is based on the premise that overtime-exempt employees are expected to work as many hours as necessary to provide the public services for which they were hired. These employees are accountable for their work product, and for meeting the objectives of the college/district for which they work. The Employer's policy for all overtime-exempt employees is as follows:

A. The Employer determines the products, services, and standards which must be met by overtime-exempt employees.

B. Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. Full-time overtime-exempt employees are expected to work a minimum of forty (40) hours in a workweek and part-time overtime-exempt employees are expected to work proportionate hours. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.

C. The salary paid to overtime-exempt employees is full compensation for all hours worked.

D. Overtime-exempt employees are not authorized to receive any form of overtime compensation, formal or informal.

1
2 E. The appointing authority or his or her designee may approve overtime-
3 exempt employee absences with pay for extraordinary or excessive hours
4 worked, without charging leave.
5

6 F. If they give notification and receive the Employer's concurrence,
7 overtime-exempt employees may alter their work hours. Employees are
8 responsible for keeping management apprised of their schedules and their
9 whereabouts.
10

11 G. Prior approval from the Employer for the use of paid or unpaid leave for
12 absences of two (2) or more hours is required, except for unanticipated
13 sick leave.
14

15 **For Union:**

For Employer:

16 Lucy Gershen

Tina Pelt

17
18 Date 8/25/06

19 Date 8/25/06

ARTICLE 7

OVERTIME

7.1 Definitions

A. Overtime

Overtime is defined as time that an overtime-eligible employee:

1. Works in excess of forty (40) hours per workweek (excluding law enforcement employees);
2. Works in excess of one hundred and sixty (160) hours in a twenty-eight (28) day period and the employee is a law enforcement employee.

B. Overtime Rate

In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1-1/2) of an employee's regular rate of pay. The regular rate of pay will not include any allowable exclusions.

C. Work

The definition of work, for overtime purposes only, includes:

1. All hours actually spent performing the duties of the assigned job, rounded to the next quarter hour;
2. Travel time required by the Employer during normal work hours from one work site to another or travel time prior to normal work hours to a different work location that is greater than the employee's normal home-to-work travel time and all travel in accordance with applicable wage and hour laws;

3. Paid leave scheduled at least one (1) workday in advance of being taken (the day of the request does not count as a day);
4. Holidays; and
5. Any other paid time not listed below.

D. Work for overtime purposes does not include:

1. Paid leave not scheduled at least one (1) workday in advance of being taken (the day of the request does not count as a day);
2. Shared leave;
3. Leave without pay;
4. Additional compensation for time worked on a holiday; and
5. Time compensated as standby, callback, or any other penalty pay.

7.2 Overtime-Eligibility and Compensation

Employees are eligible for overtime under the following circumstances:

- A. Overtime-eligible employees who have prior approval and work more than forty (40) hours in a workweek will be compensated at the overtime rate. An employee whose workweek is less than forty (40) hours will be paid at his or her regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work more than forty (40) hours in a workweek.

- 1 B. Overtime-eligible law enforcement employees who have prior approval
2 and work in excess of one hundred and sixty (160) hours in a twenty-eight
3 (28) day period will be compensated at the overtime rate.

4
5 **7.3 General Provisions**

- 6 A. The Employer will determine whether work will be performed on regular
7 work time or overtime, the number, the skills and abilities of the
8 employees required to perform the work, and the duration of the work.

- 9
10 B. The Employer will first attempt to meet its overtime requirements on a
11 voluntary basis with qualified employees who are currently working. In
12 the event there are not enough employees volunteering to work, the
13 supervisor may require employees to work overtime. There will be no
14 pyramiding of overtime.

- 15
16 C. If an employee was not offered overtime for which he or she was
17 qualified, the employee will be offered the next available overtime
18 opportunity for which he or she is qualified.

19
20 **7.4 Compensatory Time for Overtime-Eligible Employees**

- 21 A. Compensatory Time Eligibility

22 The Employer may grant compensatory time in lieu of cash payment for
23 overtime to an overtime-eligible employee, upon agreement between the
24 Employer and the employee. Compensatory time must be granted at the
25 rate of one and one-half (1-1/2) hours of compensatory time for each hour
26 of overtime worked.

- 27
28 B. Maximum Compensatory Time

29 Employees may accumulate no more than one hundred and sixty (160)
30 hours of compensatory time.

1 C. Compensatory Time Use

2 Employees must use compensatory time prior to using vacation leave,
3 unless this would result in the loss of their vacation leave. Compensatory
4 time must be used and scheduled in the same manner as vacation leave, as
5 in Article 10, Vacation Leave. The Employer may schedule an employee
6 to use his or her compensatory time with seven (7) calendar days' notice.
7

8 D. Compensatory Time Cash Out

9 All compensatory time must be used by June 30th of each year. If
10 compensatory time balances are not scheduled to be used by the employee
11 by April of each year, the supervisor will contact the employee to review
12 his or her schedule. The employee's compensatory time balance will be
13 cashed out every June 30th or when the employee separates from the
14 Employer. Employers may continue their current practices with respect to
15 compensatory time cash out when the employee transfers to another
16 position.
17

18 For Union:

For Employer:

19 Emily Hershen

20 Tim Felt

21 Date 8/25/06

22 Date 8/25/06

ARTICLE 8

TRAINING AND EMPLOYEE DEVELOPMENT

8.1 The Employer and the Union recognize the value and benefit of education and training designed to enhance an employee's ability to perform his or her job duties. Training and employee development opportunities will be provided to employees in accordance with college/ district policies and available resources.

8.2 Attendance at college/district-required training will be considered time worked. The Employer will make reasonable attempts to schedule college/district-required training during an employee's regular work shift. The Employer will pay the registration, and associated travel costs in accordance with Article 21, for college/district-required training.

8.3 Master Agreement Training

A. The Employer and the Union agree that training for managers, supervisors and union stewards responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current union stewards, and the Employer will provide training to managers and supervisors on this Agreement.

B. The Union will present the training to current union stewards within each bargaining unit. Union stewards will be released with pay on one (1) occasion for up to four (4) hours to attend the training. The training will be considered time worked for those union stewards who attend the training during their scheduled work shift. Union stewards who attend the training during their non-work hours will not be compensated. The parties will agree on the date, time, number and names of stewards attending each session. Additional release time may be provided in accordance with 38.7.

C. The Employer will arrange training on this Agreement for all bargaining unit employees. The Employer and the Union recognize the value of, and encourage joint training when possible.

8.4 Employees may communicate their education and skill development training desires annually through the performance evaluation process.

8.5 Employees who wish to use the tuition fee waiver program will be allowed to do so in accordance with the Employer's current practice or policy, provided it allows employees to register no later than the sixth class day.

8.6 New Employee Orientation

A. When a college provides a formal new employee orientation program, the Union will be given an opportunity to have a Union representative speak to the new employees being oriented for not more than thirty (30) minutes to provide information about the Union and this Agreement.

B. When a college provides an informal new employee orientation, the Union will be given an opportunity to have a Union representative speak to the new employees being orientated for not more than fifteen (15) minutes to provide information about the Union and this Agreement.


C. When a college provides new employee orientation on-line, the Employer agrees to provide each new employee with an orientation package provided by the Union.

For the Union:



Date 8/21/06

For Employer:



Date

8/21/06

ARTICLE 9

HOLIDAYS

9.1 Paid Holidays

The following days are paid holidays for all eligible employees:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
The day immediately after Thanksgiving	
Christmas Day	December 25
Personal Holiday	

9.2 Observance of Holidays

The Board of Trustees for each institution of higher education may establish calendars that observe holidays on dates other than those listed above, or as modified by current institutional practices.

9.3 Holiday Rules

The following rules apply to all holidays except the personal holiday:

- A. Employees will be paid at a straight-time rate even though they do not work.

- 1
- 2 B. In addition to Subsection A above, employees will be paid for the hours
- 3 actually worked on a holiday at the overtime rate.
- 4
- 5 C. Permanent and probationary employees working twelve (12) month
- 6 schedules or cyclic year employees who work full monthly schedules
- 7 throughout their work year will receive holiday pay if they were in pay
- 8 status on the workday preceding the holiday.
- 9
- 10 D. Cyclic year employees scheduled to work less than full monthly schedules
- 11 throughout their work year qualify for holiday compensation if they work
- 12 or are in pay status on their last regularly scheduled working day
- 13 preceding the holiday(s) in that month. Cyclic year employees will be
- 14 entitled to the number of paid hours on a holiday in an amount
- 15 proportionate to the time in pay status during the month to that required
- 16 for full-time employment.
- 17
- 18 E. Permanent and probationary employees will receive pay equivalent to the
- 19 employee's work shift on the holiday.
- 20
- 21 F. Nothing precludes the Employer, with prior notice, from switching an
- 22 employee from an alternate work schedule to a regular work schedule
- 23 during the week of a holiday.
- 24
- 25 G. When a holiday falls on the employee's scheduled workday, that day will
- 26 be considered the holiday.
- 27
- 28 H. When a holiday falls on the employee's scheduled day off, he or she will
- 29 receive an alternate day off.
- 30

I. When a holiday falls on a Saturday, the Friday before will be the holiday.
When a holiday falls on a Sunday, the following Monday will be the holiday.

J. The holiday for night shift employees whose schedule begins on one calendar day and ends on the next calendar day will be determined by the institution. It will start either at:

1. The beginning of the scheduled night shift that begins on the holiday; or
2. The beginning of the shift that precedes the calendar holiday.

9.4 Personal Holidays

An employee may choose one (1) workday as a personal holiday during each calendar year if the employee has been continuously employed by the State of Washington and/or institution for more than four (4) months.

A. An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period.

B. The institution will release the employee from work on the day selected as the personal holiday if:

1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the supervisor has the discretion to allow a shorter notice period.
2. The number of employees choosing a specific day off allows an institution to continue its work efficiently and not incur overtime.

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

C. Personal holidays may not be carried over to the next calendar year except when an eligible employee's request to take his or her personal holiday has been denied or canceled. The employee will attempt to reschedule his or her personal holiday during the balance of the calendar year. If he or she is unable to reschedule the day, it will be carried over to the next calendar year.

D. Institutions may adopt eligibility policies to determine which requests for particular dates will be granted if all requests cannot be granted.

E. Personal holidays are pro-rated for less than full-time employees.

F. The pay for a full-time employee's personal holiday is eight (8) hours.

G. Part or all of a personal holiday may be donated to another employee for shared leave as provided in RCW 41.04.665. Any remaining portions of a personal holiday must be taken as one (1) absence, not to exceed the work shift on the day of the absence.

H. Part or all of a personal holiday may be used for the care of family members as required by the Family Care Act, WAC 296-130. Any remaining portions of a personal holiday must be taken as one (1) absence, not to exceed the work shift on the day of the absence.

I. The Employer may allow an employee who has used all of his or her sick leave to use all of a personal holiday for sick leave purposes as provided in Article 11.2 A. An employee who has used all of his or her sick leave may use all of a personal holiday for sick leave purposes as provided in Article 11.2 B – F.

For Union:

Emelyn Gershen

Date 8/2/06

For Employer:

Tina Retz

Date 8/2/06

ARTICLE 10
VACATION LEAVE

10.1 Employees will retain and carry forward any eligible and unused vacation leave that was accrued prior to the effective date of this Agreement.

10.2 Vacation Leave Credits

After six (6) months of continuous state employment, employees will be credited with vacation leave they accrued during the previous six (6) continuous calendar months, according to the rate schedule and vacation leave accrual below. Thereafter, employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below.

10.3 Vacation Leave Accrual

Full-time employees will accrue vacation leave according to the rate schedule below under the following conditions:

- A. Employees working less than full-time schedules will accrue vacation leave on the same proportional basis that their appointment bears to a full-time appointment.
- B. The scheduled period of cyclic year position leave without pay will not be deducted for purposes of computing the rate of vacation leave accrual for cyclic year employees.
- C. Vacation leave will not accrue during leave without pay that exceeds ten (10) working days in any calendar month, nor will credit be given toward the rate of vacation leave accrual except during military leave without pay.
- D. Vacation leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.

10.4 Vacation Leave Accrual Rate Schedule

Full Years of Service	Monthly Rates	Hours Per Year
During the first year of continuous state employment	8 hrs	Ninety-six (96)
During the second year of continuous state employment	8 hrs, 40 mins	One hundred and four (104)
During the third and fourth year of continuous state employment	9 hrs, 20 mins	One hundred and twelve (112)
During the fifth, sixth and seventh years of total state employment	10 hrs	One hundred and twenty (120)
During the eighth, ninth and tenth year of total state employment	10 hrs, 40 mins	One hundred and twenty-eight (128)
During the eleventh year of total state employment	11 hrs, 20 mins	One hundred and thirty-six (136)
During the twelfth year of total state employment	12 hrs	One hundred and forty-four (144)
During the thirteenth year of total state employment	12 hrs, 40 mins	One hundred fifty-two (152)
During the fourteenth year of total state employment	13 hrs, 20 mins	One hundred and sixty (160)
During the fifteenth year of total state employment	14 hrs	One hundred sixty-eight (168)
During the sixteenth and succeeding years of total state employment	14 hrs, 40 mins	One hundred seventy-six (176)

10.5 Vacation Scheduling for 24/7 Operations

Vacation requests will be considered on a first come, first served basis. In the event that two (2) or more employees request the same vacation period, the

supervisor may limit the number of people who may take vacation leave at one time due to business needs and work requirements.

10.6 Vacation Scheduling for All Employees

A. Vacation leave will be charged in the amount actually used by the employee.

B. When considering requests for vacation leave the Employer will take into account the desires of the employee but may require that leave be taken at a time convenient to the Employer.

C. Employees will not request or be authorized to take scheduled vacation leave if they do not have sufficient vacation leave to cover such absence.

D. Vacation leave will be approved or denied within ten (10) calendar days of the request. If the leave is denied, a reason will be provided in writing.

10.7 Family Care

Employees may use vacation leave for care of family members as required by the Family Care Act, WAC 296-130.

10.8 Use of Vacation Leave for Sick Leave Purposes

The Employer may allow an employee who has used all of his or her sick leave to use vacation leave for sick leave purposes as provided in Article 11.2 A. An employee who has used all of his or her sick leave may use vacation leave for sick leave purposes as provided in Article 11.2 B – F.

10.9 Emergency Childcare

Employees may use vacation leave for childcare emergencies after the employee has exhausted all his or her accrued compensatory time. Use of vacation leave

and sick leave for emergency childcare is limited to a combined maximum of four (4) days per calendar year.

10.10 Vacation Cancellation

Should the Employer be required to cancel scheduled vacation leave because of an emergency or exceptional business needs, affected employees may select new vacation leave from available dates. In the event the affected employee has incurred non-refundable, out-of-pocket vacation expense, the employee may be reimbursed by the Employer.

10.11 Vacation Leave Maximum

Employees may accumulate maximum vacation balances not to exceed two hundred and forty (240) hours. However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

A. If an employee's request for vacation leave is denied by the Employer, and the employee is close to the vacation leave maximum, the institution will grant an extension for each month that the institution must defer the employee's request for vacation leave.

B. An employee may also accumulate vacation leave days in excess of two hundred and forty (240) hours as long as the employee uses the excess balance prior to his or her anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date.

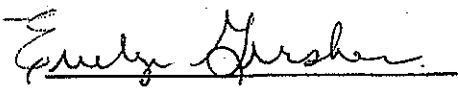
10.12 Separation

Any employee, who either resigns with adequate notice or retires, is laid-off or is terminated by the Employer, will be entitled to be paid for vacation leave credits.

In addition, the estate of a deceased employee will be entitled to payment for vacation leave credits.

For Union:

For Employer:





Date

8/2/06

Date

8/6/06